



# VAN, MINIBUS AND MOTORHOME HIRE EXCESS INSURANCE POLICY DOCUMENT



[www.questor-insurance.co.uk](http://www.questor-insurance.co.uk)



[assistance@questor-insurance.co.uk](mailto:assistance@questor-insurance.co.uk)

**QUESTOR**  
**INSURANCE**  
UNEXPECTEDLY PERSONAL

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## Section 1 - Introduction

Thank **You** for purchasing **our** Vehicle Hire Excess Policy. Questor Insurance have been supplying this insurance since the 4<sup>th</sup> of August 2007 issuing more than 3,000,000 policies. The service **We** provide is 'unexpectedly personal' in all respects and **Our** staff will go the extra mile to meet **Your** expectations.

This insurance is designed to reimburse **You** in the event of certain covered incidents resulting in **You** having to pay the applicable excess detailed in the **Rental Agreement You** signed when **You** hired **the Rented Vehicle** from a registered vehicle **Rental Company**. This insurance also provides the following additional benefits as stated on the **Certificate of Insurance**:

- Cover for damage to the tyres, wheels, windscreen, **undercarriage**, or **roof** of the **Rented Vehicle**.
- Cover against the costs incurred because of **You** putting the wrong type of fuel into a **Rented Vehicle**.
- Cover for replacing the locks and keys of a **Rented Vehicle** if the original keys are lost, damaged, stolen or **You** unintentionally locked **Yourself** out of the **Rented Vehicle**.
- Cover against **Loss of Use** charges applied by the **Rental Company** following a claim which is covered by this insurance.
- Cover for **Towing** fees levied by the **Rental Company** associated with a loss under this policy or **Mechanical Breakdown**.
- Cover against **Administration Charges** following a claim which is covered by this insurance.

Please note that purchasing this policy will not prevent the **Rental Company** from asking **You** to leave a charge/deposit with them, usually in the form of a credit card. As this policy operates on a reimbursement basis, **You** will need to ensure **You** are able to pay the **Rental Company** directly in the first place for any charges they apply under **Your Rental Agreement**.

Please take time to read this policy document in full. It is **Your** responsibility to ensure that all the terms and conditions have been met.

This product is underwritten by Fortegra Europe Insurance Company P.L.C. UK Branch, a branch of Fortegra Europe Insurance Company P.L.C. (Financial Conduct Authority registration number 805770). For more details about the **Insurer**, please refer to [Section 9 – Legal, Regulatory and Other Information](#).

If **You** need to contact the **Insurer**, please do so through Questor Insurance, trading name for Riverside Underwriting Limited as follows:

Riverside Underwriting Limited  
Third Floor Riverside House  
Maidstone Kent  
United Kingdom  
ME14 1JH

**Opening Hours:** Mon - Fri 9AM - 5PM  
**Telephone:** + 44 (0) 330 094 4330  
**International Telephone:** +44 (0)330 094 4330  
**UK Call Centre:** +44 (0) 330 094 4330  
**Email:** [assistance@questor-insurance.co.uk](mailto:assistance@questor-insurance.co.uk)

Questor Insurance also offer a live chat facility which can be accessed via their website (<https://www.questor-insurance.co.uk/>) during the opening hours as stated above.

Questor Insurance do not have a direct or indirect holding in Fortegra Europe Insurance Company P.L.C. and neither does Fortegra Europe Insurance Company P.L.C. have a direct or indirect holding in Questor Insurance.

Neither Questor Insurance nor Fortegra Europe Insurance Company P.L.C. provide advice or a personal recommendation about the suitability of this policy. It is **Your** responsibility to ensure the policy meets **Your** needs.

Some words and phrases in this Policy Document and on **Your Certificate of Insurance** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **Bold**. They are all listed and explained in the [Definitions](#) section which can be found at the end of this Policy Document.

All insurance documents and all communications with **You** about this policy will be in English. If **You** have any disability that makes communication difficult, please contact **Us** and **We** will be happy to help.

### How to make a Claim

Orchard Administration have been managing **our** claims since 1<sup>st</sup> of July 2014. *TrustPilot's*<sup>03/2023</sup> rating of 4.7 is a testament to the 'unexpectedly personal' service they provide. An online, easy to use portal makes submitting and managing **your** claim as easy as buying the policy.

To make a claim, please complete the online claim form at [claimant.orchard-administration.co.uk](http://claimant.orchard-administration.co.uk). **You** will need **Your** login details for **Your** MyQuestor online portal.

**You** may contact the **Claim Administrator** via the following methods:

Orchard Administration Limited  
Third Floor Riverside House  
Maidstone Kent  
United Kingdom  
ME14 1JH

**Opening Hours:** Mon - Fri 9AM - 5PM  
**Telephone:** +44 (0) 333 323 0095  
**International Telephone:** +44 (0) 1622 391 708  
**Email:** admin@orchard-administration.co.uk

### **The Insurance Contract**

This Policy Document and **Your Certificate of Insurance** are **Your** insurance documents and together they make up the contract between **You** and **Us**. It is important that **You** read this Policy Document carefully along with **Your Certificate of Insurance** so **You** can be sure of the cover provided and to check that it meets **Your** needs.

This Policy Document and **Your Certificate of Insurance** are issued to **You** by Riverside Underwriting Limited trading as Questor Insurance. In exchange for **Your** payment of the premium referenced in **Your Certificate of Insurance**, **You** are insured in accordance with the terms and conditions contained in these documents (and any amendments made to them) for the duration of **Your** policy.



Signed by Andrew Lawrence  
Authorised signatory for Questor Insurance  
A trading name of Riverside Underwriting Limited

## Section 2 – Important Information

It is important that **You**:

1. Check **Your Certificate of Insurance** to ensure the details are correct and that the cover is as **You** requested.
2. Check that the **Period of Insurance** covers the start and end date of the **Rental Agreement**.
3. Check that **You** are eligible for this insurance (see [Eligibility](#) below).
4. Check that the information **You** have given **Us** is accurate (see [Disclosure of Important Information](#)).
5. Ensure that the policy meets **Your** needs.
6. Notify the **Administrator** as soon as possible of any inaccuracies on **Your Certificate of Insurance**, or if **You** are not eligible for the insurance.
7. Comply with any duties detailed under each section of the Policy Document and under the insurance contract generally.

### Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the [General Conditions](#) section of this Policy Document. There are also conditions which relate specifically to making a claim, and these can be found in the [Making a Claim](#) section.

In these sections **You** will find conditions that **You** need to meet. If **You** do not meet these conditions, **We** may reject a claim, or in some circumstances, **Your** policy may be cancelled.

### Eligibility

When **You** applied for this insurance, **We** asked **You** to confirm that **You** were eligible for cover. The eligibility requirements are as follows:

1. The **Rented Vehicle** is not supplied to **You** by a **Peer-to-Peer** or a vehicle **Subscription Service**.
2. **You** hold a valid internationally recognised driving licence or permit for the **Rented Vehicle**. This must be valid in the country in which **You** are travelling.
3. The **Rented Vehicle** has a maximum current value of £100,000 at the **Rental Agreement's Start Date** and is a maximum of twenty (20) years old since the date of first registration.
4. The **Rented Vehicle** is a **Van, Minibus or Motorhome**.
5. The **Rented Vehicle** will not be used on a **Safari** or an **Off-Road** adventure trail.
6. **You** are aged at least twenty-three (23) and legally able to drive the **Rented Vehicle** and are not driving against the advice of a medical practitioner.
7. At the time of purchase of this policy, **You** are a **Permanent Resident** in the United Kingdom (England, Scotland, Wales, and Northern Ireland), Channel Islands, Isle of Man or Gibraltar.

### Lead Driver

It is a condition of this policy that the **Policyholder** and **Lead Driver** as noted on the **Certificate of Insurance** are the same as the **Lead Driver** named on the **Vehicle Rental Agreement**.

### Period of Insurance

This policy must have been purchased prior to the commencement of **Your Vehicle Rental Agreement**. This policy is invalid if the dates and times on the **Vehicle Rental Agreement** do not fall within the **Period of Insurance**. Only one rental vehicle may be covered at one time.

The **Period of Insurance** and Product is stated on **Your Certificate of Insurance**.

This policy is a Single Trip Policy covering a single Rental Agreement up to fourteen (14) continuous calendar days in length where purchasing the Van or Minibus policy, or up to forty-five (45) continuous calendar days in length where purchasing a Motorhome policy.

Cover begins the moment **You** sign **Your Rental Agreement** and ends at the time **You** have dropped the vehicle off according to the end of the **Rental Agreement** period if out of vehicle **Rental Company** office hours. If **You** return the vehicle outside normal rental office business hours, cover will be automatically extended by an additional calendar day or until the vehicle is checked in by the **Rental Company**, whichever is soonest. If **You** wish to extend the **Period of Insurance**, **You** should contact [assistance@questor-insurance.co.uk](mailto:assistance@questor-insurance.co.uk).

## Before you Drive your Rented Vehicle

1. Ensure that the dates listed on **Your Rental Agreement** fall within **Your Period of Insurance**.
2. Ensure that the **Lead Driver** stated on **Your Certificate of Insurance** is the same as the **Lead Driver** on the **Rental Agreement**.
3. Read the **Rental Agreement** terms and conditions, ensuring **You** are comfortable with their exclusions.
4. Pay the excess deposit with a credit card.
5. Check the **Rented Vehicle** for any pre-existing damage and make sure that it is noted on the pre-hire inspection form to avoid any unjustified charges. If there is no one from the **Rental Company** available, ensure that **You** take a suitable number of photographs which are date and time stamped when collecting the vehicle.

## If you have an incident involving another vehicle

1. **You** must obtain the vehicle registration number, name and address of the other driver and provide this to **Your Rental Company** and to **Us** so that **We** can exercise **Our** rights to obtain a recovery if the incident was the fault of the other driver.
2. Where required by local authorities, you must report the incident to the police and keep a copy of the police report.
3. Ensure that a completed incident report, detailing both parties' details, is handed to the rental desk.

## If you have been involved in an incident

1. Ensure that **You** have taken photos of the damage.
2. Retain a copy of **Your Rental Agreement**– do not give this document back to the **Rental Company** employees.
3. Obtain a copy of the damage report and printed invoice confirming how much **You** are being charged to repair the damage.
4. **We** recommend **You** pay for the damage in the currency of the country **You** rented in and retain the receipt.
5. When **You** have returned home, follow the claim procedure as set out on **Your Certificate of Insurance**.

**We** will not provide any cover if these eligibility requirements are not met at the **Start Date** of **Your** policy. Please contact [assistance@questor-insurance.co.uk](mailto:assistance@questor-insurance.co.uk) as soon as possible if **You** are not eligible for this insurance or if **You** have any queries regarding eligibility of this policy.

## Disclosure of Important Information

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out and make changes to **Your** policy. If the information provided by **You** is not complete and accurate, **We**:

- May cancel **Your** policy and refuse to pay any claim, or
- May not pay any claim in full, or
- May revise the premium and the extent of the cover may be affected.

If **You** become aware that any information **You** have given is incomplete or inaccurate, please contact **Us** as soon as possible. We do not provide advice or a personal recommendation about the suitability of this policy. It is **Your** responsibility to ensure the policy meets **Your** needs.

## Section 3 – What is Covered

This section provides details of events that are reimbursable under this policy following a covered incident in relation to **Your Rental Agreement**, along with specific exclusions. Please read each section below to make sure this policy meets **Your** needs.

The cover **You** have purchased is stated on **Your Certificate of Insurance**. If **You** wish to extend **Your** coverage, please log into **Your** MyQuestor portal or contact **Us** at [assistance@questor-insurance.co.uk](mailto:assistance@questor-insurance.co.uk).

Please note that the maximum recoverable under this policy which **You** can claim in the **Period of Insurance** is the overall limit shown on the **Certificate of Insurance**.

### Excess Reimbursement

**We** will pay up to the amount stated on the **Certificate of Insurance** for any excess fee which **You** are liable for under **Your Rental Company's** Collision Damage Waiver cover for damage caused to or the theft of the **Rented Vehicle** by:

1. Weather related claims.
2. Damage caused by fire or explosion.
3. Accidental and malicious damage.
4. Collisions with animals.
5. Theft or attempted theft.

### Tyres, Wheels, Windscreen, Undercarriage and Roof

**We** will pay up to the amount stated on the **Certificate of Insurance** which **You** are liable for under **Your Rental Agreement** for the following types of claims:

6. Damage to Tyres, Wheels, Rims, and Alloys.
7. Windscreen and other glass on the vehicle.
8. Damage to **Undercarriage** and **Roof**.

#### **You are not covered for:**

1. The excess shown on your certificate of insurance (where making an Excess Reimbursement claim).
2. Any claim that relates to damage specifically excluded from the excess fee under the **Rental Company's** terms and conditions and not covered under the Tyres, Wheels, Windscreen, **Undercarriage** and **Roof** section above.
3. Any claim for theft or attempted theft which has not been reported to the police and an official police report has not been obtained.
4. Costs for damage to, or loss of, parts of the vehicle that were already damaged at the time of the **Rental Agreement** starting.
5. The loss or theft of, or damage to, the contents of a **Rented Vehicle** unless this is a result of an external collision.
6. The loss or theft of or damage to any removable part of the vehicle (including parcel shelves).
7. Accessories which are fitted to or supplied with the **Rented Vehicle**, such as sound systems, radios, tape, CD or MP3 players, ski racks, car-seats, GPS and satellite navigation equipment and telecommunications equipment.
8. Resulting from wear and tear or **Mechanical Breakdown**.
9. Loss or damage to the interior of the **Rented Vehicle** other than in the event of a collision.
10. Costs due to general wear and tear of any of these parts.

**Please also refer to the general policy conditions and exclusions applying to all sections.**

### Administration Charges

**We** will pay up to the amount stated on **Your Certificate of Insurance** towards any **Administration Charges** which are applied by the **Rental Company** following a claim which is covered by this insurance. This includes reimbursement of any charges for **Loss of Use** of the vehicle following a covered incident **You** were involved in.

#### **You are not covered for:**

1. **Administration** fees not relating to a valid claim for an incident involving **You** and the vehicle.
2. Fines, parking tickets or payment charges.
3. For payment card transaction fees or currency exchange rate charges.

Please also refer to the general policy conditions and exclusions applying to all sections.

### **Towing Charges**

We will pay up to the amount stated on **Your Certificate of Insurance** towards any **Towing** charges which are applied by **Your Rental Company** following a valid claim which is covered by this insurance or as a result of mechanical failure.

**You are not covered for:**

1. Any **Towing** charges which are not in relation to a valid claim under this policy.
2. Any **Towing** charges which are not in relation to **Mechanical Breakdown** to the vehicle.
3. Any **Towing** charges which do not result in the vehicle being towed back to the rental location or to a repairing garage.
4. Any assistance which takes place due to the vehicle being **Off-Road** such as beaches or ditches.

Please also refer to the general policy conditions and exclusions applying to all sections.

### **Misfuelling**

We will pay up to the amount stated on **Your Certificate of Insurance** towards the costs incurred as a result of **You** or any person named on **Your Rental Agreement** putting the wrong type of fuel into **Your Rented Vehicle**. We will pay this amount towards:

1. The cost of flushing the engine.
2. **Additional Travel Expenses** which are necessary to continue **Your** immediate journey.

**You are not covered for:**

3. Any claims for mechanical repairs or the cost of any replacement parts.
4. Any costs relating to a missed departure.
5. Any claim for replacement fuel.

Please also refer to the general policy conditions and exclusions applying to all sections.

### **Key Cover**

We will pay up to the amount stated on **Your Certificate of Insurance** towards the cost of replacing the key or lock transmitter for **Your Rented Vehicle** if the original key or lock transmitter is lost, stolen or damaged, including the cost of replacement locks and any locksmith charges.

**You are not covered for:**

1. Any loss or damage to the vehicle or **Your** belongings caused by **You** or the locksmith in opening or attempting to open the vehicle.
2. Where **You** did not obtain approval to use a locksmith from **Your Rental Company** prior to a locksmith being called out.

Please also refer to the general policy conditions and exclusions applying to all sections.



## Section 4 – General Exclusions applicable to the whole policy

The following exclusions apply across **Your** whole policy. **We** will not pay any claim, or be liable for, any of the following:

1. For any excess shown on your certificate of insurance.
2. For any claims or costs where **You** or the hire vehicle fails to meet the [eligibility requirements](#) for this policy.
3. Vehicles supplied by a **Peer to Peer** or vehicle subscription service.
4. **Consequential Loss.**
5. Any claims for over £500 where **You** have paid the excess or cost of damage in cash.
6. For any costs that can be recovered from the **Rental Company** or any other person or company.
7. Which results from a direct breach of the terms and conditions of **Your Rental Agreement**.
8. For damage to another vehicle, death or bodily injury to a person or animal, or property.
9. For any amount greater than the amount **You** are liable for as stated on **Your Rental Agreement**.
10. Costs relating to currency exchange rate charges, or payment transaction fees.
11. Any pre-existing damage.
12. Any damage caused where the dates on the **Rental Agreement** do not fall within the dates on the **Certificate of Insurance**.
13. Resulting from **Your** misuse of alcohol or drugs (including the misuse of prescription drugs).
14. Resulting from fraudulent, dishonest, illegal activities or a criminal act committed by **You**.
15. If the **Rented Vehicle** was being driven by a person that is not named on the **Rental Agreement**.
16. Use of the vehicle off the public highway, or for the purpose of a **Safari** or other adventure tour **Off-Road**.
17. For any loss or damage resulting from a deliberate and intentional act by **You**.
18. For **Additional Travel Expenses** unless otherwise stated in the policy wording.
19. Arising whilst driving in violation of the road laws of the country of hire.
20. **Cars**, trailers or caravans, trucks, motorcycles, mopeds, motorbikes or vehicles intended for **Off-Road** use.
21. Any loss arising from driving as a result of **Business Use**.
22. For call out charges or roadside assistance not related to a valid claim.
23. For courtesy vehicles from a repair garage or dealership.
24. For cleaning fees.
25. Arising directly or indirectly from: **War** or acts of terrorism, an insured person engaging in active **War**, or nuclear risks.

## Section 5 – General Conditions applicable to the whole policy

1. Unless **You** have **Our** permission in writing, **You** must not admit that **You** or any person named on **Your Rental Agreement** are at fault for an incident or give any representations or promises on **Our** behalf which are binding upon **Us**. **We** have the right to conduct, control and settle all proceedings arising out of, or in connection with, a claim under this insurance.
2. **You** must take reasonable care to protect the vehicle and its property at all times against damage, accident of any kind, loss or other events, and act as if **You** were not covered by insurance.
3. You must take all reasonable precautions to prevent or diminish damage or cease any activity which may result in further damage to the vehicle.
4. Cover is provided in the countries specified in the **Rental Agreement** providing they are within the scope of the territory **You** have purchased (see definitions of **UK, Europe** and **Worldwide**).
5. Cover is extended to additional drivers providing they are eligible to drive the **Rented Vehicle** under the terms and conditions of the **Rental Agreement** and named on the **Rental Agreement**.
6. This policy must have been purchased prior to the commencement of the **Rental Agreement** for which **You** wish this policy to be operative.
7. **You** may amend **Your** policy prior to the start of a **Rental Agreement** and any additional premium that may be charged is calculated as if the change was included at the inception of the policy.
8. Where there is **Dual Insurance**, please let **Us** know, so that **We** pay **Our** proportion of **Your** claim.
9. The **Policy Period** must fully cover the period shown on the **Rental Agreement**. No policy can be issued retroactively.
10. This insurance policy in its entirety is invalid if the dates on the **Rental Agreement** do not fall within the dates on the **Certificate of Insurance**.
11. The **Lead Driver** indicated on the **Rental Agreement** must coincide with the **Policyholder** and **Lead Driver's** name on the **Certificate of Insurance**.

## Section 6 – Making a Claim

### Who to Contact?

To make a claim, please visit [claimant.orchard-administration.co.uk](http://claimant.orchard-administration.co.uk). You will need Your login details for Your Questor Insurance online portal.

You may contact the **Claim Administrator** via the following methods:

Orchard Administration Limited  
Third Floor Riverside House  
Maidstone Kent  
United Kingdom  
ME14 1JH

**Opening Hours:** Mon - Fri 9AM - 5PM  
**Telephone:** +44 (0) 333 323 0095  
**International Telephone:** +44 (0) 1622 391 708  
**Email:** admin@orchard-administration.co.uk

### Things you Must Do

You must comply with the following conditions. If You fail to do so and this affects the ability of the **Claims Administrator** to fully assess Your claim or keep Our losses to a minimum, We may not pay Your claim or any payment could be reduced:

1. All claims must be reported to the **Claim Administrator** as soon as possible, but in any event within thirty (30) days of You becoming aware of an incident.
2. You must complete a claim form (in full) and provide, at Your own expense, any information and assistance which the **Claim Administrator** requires in establishing the amount of any payment under this insurance. Failure to do this may result in a delay of Your claim assessment.

The **Claim Administrator** may request the following supporting documents:

1. A copy of the **Rental Agreement**, showing driver names, dates of the rental and Your excess liability.
2. A copy of the Accident Damage Report (or similar document) and/or a photographic picture of the damage caused.
3. A copy of the driving licence of the **Lead Driver** and the person in control of the **Rented Vehicle** at the time of the incident giving rise to a claim.
4. Proof of payment of the costs being claimed in the form of a credit/debit card statement showing the payment made and the card holder's name.
5. An invoice from the **Rental Company** which confirms the cost of the repair carried out to the **Rented Vehicle** and any associated **administration** fees.
6. Repairs invoice or damage matrix supplied by the **Rental Company** which details in full the breakdown of the parts and labour charges.
7. If You are claiming as a result of a third-party damaging Your **Rented Vehicle**, You must provide Us with written confirmation from Your **Rental Company**, confirming whether liability has been determined. Please note that such cases can take longer than cases with no third-party involvement to resolve.

### Other Insurance

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers You for the same loss or expense, We will only pay ("contribute") Our fair share of the claim.

### Claims Handling and Our Right of Recovery

We are entitled to take over, defend, or settle any claim under this policy in the name of You or any other person covered by this policy and We are entitled to take legal action in any such name to recover any payments We make.

### Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that You do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent, deliberately exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by You or anyone acting on Your behalf to obtain benefit under this insurance, Your right to any benefit under this insurance will end, Your policy will be cancelled without any premium refund and We will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or deliberately misleading claim. We may also inform the police.

To prevent fraud, insurers sometimes share information. Details about **Your** insurance application and any claim **You** make may be exchanged between insurers.

## **Section 7 – Cancellation of the Policy**

### **Your Cancellation Rights**

If **You** find that this cover does not meet **Your** needs, **You** can cancel this policy at any time during the **Period of Insurance**.

If **You** cancel any time before the **Start Date of Your Period of Insurance**, then **You** will receive a full refund of the premium **You** have paid. If **You** cancel after the **Start Date of Your Period of Insurance**, **We** will not refund any premium paid.

If **You** wish to cancel **Your** policy before the **Start Date of Your Period of Insurance**, please log onto **Your** MyQuestor portal.

If **You** email **Us** outside of **Our** opening hours, **Your** request will be taken from the date **Your** email is sent.

### **The Insurers' Cancellation Rights**

**We** reserve the right to cancel this policy immediately if **You** commit fraud and there will be no refund of the premium **You** have paid. If **We** cancel **Your** policy, **We** will do so in writing to the most recent address **We** have for **You**.

## Section 8 – How to make a Complaint

**We** are committed to providing **You** with the best possible service and customer care. However, **We** understand there may be times where **We** fail to meet these standards.

Any complaint should be addressed to:

Customer Resolution Team  
Riverside Underwriting Limited  
Third Floor Riverside House  
Maidstone Kent  
United Kingdom  
ME14 1JH

**Opening Hours:** Mon - Fri 9AM - 5PM  
**Telephone:** +44 (0) 333 323 0093  
**International Telephone:** +44 (0)333 323 0093  
**Email Us:** [crt@riverside-underwriting.co.uk](mailto:crt@riverside-underwriting.co.uk)

**Your** complaint will be acknowledged in writing promptly once made. The **Administrator** will aim to resolve **Your** complaint within eight (8) weeks from first notification of **Your** complaint. If the **Administrator** cannot resolve **Your** complaint within eight (8) weeks, the **Administrator** will notify **You** in writing to confirm the reasons why and **Your** rights to refer **Your** complaint to The Financial Ombudsman Service:

- by submitting **your** complaint online – please see [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk), or
- by email at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk), or
- by telephone on 0207 964 1000, or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR.

**IMPORTANT:** The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case.

The complaint handling arrangements above are without prejudice to **Your** right to commence a legal action in accordance with **Your** contractual rights.

## Section 9 – Legal, Regulatory and Other Information

### Financial Services Compensation Scheme

**You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the **UK** if, in the unlikely event, Fortegra Europe Insurance Company Ltd cannot meet its liabilities under this policy. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

The FSCS can be contacted:

- by completing the form on the FSCS website [www.fscs.org.uk/contact-us/](http://www.fscs.org.uk/contact-us/) or
- by calling 0800 678 1100, or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY, or
- by live chat via the FSCS website [www.fscs.org.uk/contact-us/](http://www.fscs.org.uk/contact-us/)

### Data Protection Notice

#### Data Protection

Fortegra Europe Insurance Company Ltd (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **We** process **Your** personal data.

#### How We Use Your Personal Data

**We** may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may also Use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

#### Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party **Administrators**, other insurers, reinsurers, other insurance intermediaries, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

#### International Transfers of Data

**We** may transfer **Your** personal data to destinations outside of the UK or the EEA (European Economic Area). Where **We** transfer **Your** personal data outside of the UK or the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

#### Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

#### Retention

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the policy, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company Ltd, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imnsida, Gzira, GZR 1401, Malta or via email at [dpofficer@fortegramalta.com](mailto:dpofficer@fortegramalta.com).

## Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **You** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see [www.legislation.gov.uk](http://www.legislation.gov.uk) or contact the Citizens Advice Bureau.

## Safeguarding Your Premium and Claim Payments

All premium payments from **You** and due to **Us** for this policy will be held by the **Administrator** on **Our** behalf. The **Administrator** will also hold any premium refund that is due to **You** from **Us**. Any claim payments that are due to **You** from **Us** will be paid to **You** by the **Claim Administrator**.

In these capacities, the **Administrator** is acting as **Our** agent. This means that once a premium is paid to the **Administrator** it is deemed to have been received by **Us** and that all claim payments and premium refunds are not deemed to have been paid until **You** have actually received them.

## Law and Jurisdiction

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

## Sanctions

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Regulatory Details

Fortegra Europe Insurance Company P.L.C. UK Branch, a branch of Fortegra Europe Insurance Company P.L.C. (Financial Conduct Authority registration number 805770).

Fortegra Europe Insurance Company P.L.C. has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number C 84703), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority.

Fortegra Europe Insurance Company P.L.C. has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

The **Administrator**, Riverside Underwriting Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 466942. These registration details can be checked on the UK's Financial Conduct Authority's Financial Services Register.



## Section 10 – Definitions

Whenever the following words or expressions appear in **bold** in this Policy Document, they have the meaning given below.

**“Additional Travel Expenses”** – Any additional travel costs **You** incur in connection with a loss under the relevant section of this policy.

**“Administration Charges”** - Charges made by the **Rental Company** that cannot be recovered following an incident covered by this insurance. This includes charges applied by the **Rental Company** for **Loss of Use**.

**“Administrator”** - The company who administers this insurance. This is Riverside Underwriting Limited, Third Floor, Riverside House, 40-46 High Street, Maidstone, ME14 1JH United Kingdom. Riverside Underwriting Limited is a company registered in England & Wales (06201617) and is authorised and regulated by the Financial Conduct Authority (FRN 466942).

**“Business Use”** – The use of the **Rented Vehicle** for hire and reward which allows **You** to carry passengers or goods in return for payment or to travel from customer to customer on a commercial basis. This does not include travelling to and from a fixed place of work.

**“Car”** – A motor vehicle which is contracted for the carriage of passengers and their belongings and is adapted to carry no more than nine (9) persons including the driver.

**“Certificate of Insurance”** - The document that names **You** as the **Policyholder** and sets out what this policy covers **You** for. **Your Certificate of Insurance** will be updated and replaced whenever **You** make any changes to the policy.

**“Claim Administrator”** - The company who will handle any claims on **Our** behalf. This is Orchard Administration Limited, Third Floor, Riverside House, 40-46 High Street, Maidstone, ME14 1JH United Kingdom. Orchard Administration Limited is a company registered in England & Wales (09028636).

**“Consequential Loss”** - An indirect adverse impact / loss of opportunity, or out-of-pocket expense which **You** may incur following a valid claim under this Policy, including (but not limited to) additional **Rental Company** costs, accommodation costs, transport costs and debt-collection fees.

**“Dual Insurance”** – is when someone is covered for the same risk more than once by different insurance policies.

**“Europe”** – Europe means all countries west of the Ural Mountains, British Isles, Ireland and the Islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, Iceland, and Azores. No cover is provided for countries or areas where **Your** Government has advised against all (but essential) travel.

**“Insurer”** – Fortegra Europe Insurance Company P.L.C. UK Branch, a branch of Fortegra Europe Insurance Company P.L.C. (Financial Conduct Authority registration number 805770).

Fortegra Europe Insurance Company P.L.C. has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number C 84703), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority.

Fortegra Europe Insurance Company P.L.C. has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

**“Lead Driver”** – The person whose name is listed on the **Rental Agreement** as the lead or main driver. This must be the person signing the **Rental Agreement**.

**“Loss of Use”** - A charge applied by a **Rental Company** if a **Rented Vehicle** is not available for hire following an incident covered by this insurance.

**“Mechanical Breakdown”** – The malfunction or failure of moving or electronic parts or component failure. This includes burnt out or faulty clutch, battery or any other engine part that fails.

**“Minibus”** – A vehicle up to 7.5T designed to carry up to fifteen (15) people including the driver.

**“Motorhome and or Campervan”** – A vehicle up to 7.5T which includes fixed sleeping or cooking facilities.

**“Off-Road”** - Driving completely off-road on natural terrain, including but not limited to beaches, ditches, riverbeds, four wheeling, rock crawling, anywhere **You** are prohibited from driving or where there is no marked road, driving through enclosed game parks such as drive through animal encounters.

**“Policyholder”** – The person who is listed as the **Lead Driver** on this policy.

**“Peer to Peer”** – Also known as **Car sharing**, **Peer to Peer** rental is where privately owned vehicles are available for others to rent for short periods of time.

**“Period of Insurance”** - The period for which this insurance is valid, as stated on **Your Certificate of Insurance**.

**“Permanent Resident”** - The country where **You** are ordinarily permanently resident for more than six (6) months of the current year, pay tax or are registered with a medical practitioner.

**“Rental Agreement”** - The contract between **You** and a **Rental Company** which allows **You** to rent a vehicle. It will include details about **You**, the **Rented Vehicle** and terms and conditions of the hire.

**“Rental Company”** - The company who is renting **You** the **Rented Vehicle**, which must be licensed to provide vehicles for rent in the territory in which it is situated.

**“Rented Vehicle”** - The vehicle rented by **You** under a **Rental Agreement** for a fixed period from a **Rental Company**.

**“Roof”** – Means the structure forming the upper covering of the **Rented Vehicle**.

**“Safari”** – An expedition to observe or hunt animals in their natural habitat.

**“Single Trip Policy”** – is a policy that covers a single **Vehicle Rental** up to one hundred and eighty (180) continuous calendar days in length.

**“Start Date”** - The date that the insurance cover commences, as shown on **Your Certificate of Insurance** and on **Your Rental Agreement**.

**“Subscription Service”** – A service that provides continuous monthly vehicle rental on a rolling contract basis.

**“Towing”** – Recovery of the **Rented Vehicle** following an accident, theft, malicious damage, fire or **Mechanical Breakdown** to the nearest premises owned by the **Rental Company**, a repairing garage or the original pick-up location.

**“Undercarriage”** – The underside of the vehicle excluding bumpers, trim, tyres, and wheel rims.

**“Van”** – A vehicle up to 7.5T designed specifically to carry goods (excluding trucks).

**“You, Your, Yourself”** - The individual specified on the **Certificate of Insurance** who is named as the **Lead Driver** on the **Rental Agreement** plus any eligible person(s) authorised by the **Rental Company** to drive the **Rented Vehicle**. The person signing the **Rental Agreement** must be the policy holder.

**“War”** – Means:

- a. **War**, invasion, acts of foreign enemies, hostilities (whether **War** be declared or not), civil **War**, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- b. Any act of terrorism, or
- c. Any act of **War** or terrorism involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

**“We, Us, Our”** – The **Insurer** acting through the **Administrator**.

**“Worldwide”** – Worldwide means anywhere in the world apart from Afghanistan, Belarus, Crimea, Cuba, Democratic Republic of the Congo, Iran, Iraq, Ivory Coast, Liberia, Myanmar, North Korea, South Sudan, Sudan, Syria, Russia, Venezuela and Zimbabwe. No cover is provided for countries or areas where **Your** Government has advised against all (but essential) travel.